

BEFORE THE
PENNSYLVANIA PUBLIC UTILITY COMMISSION

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PA P.U.C.
PROTHONOTARY'S OFFICE

Application of Pennsylvania Power &
Light Company For Approval of Its
Restructuring Plan Under Section 2806
of the Public Utility Code

Docket No. R-00973954

INTERIM ORDER RE

CONFIDENTIALITY AGREEMENT

KJR

The undersigned parties are attempting to resolve a dispute, Pennsylvania Power and Light Company, Enron, MAPSA, NEV, Conectiv, PPA, DuPont, Electric Clearinghouse, Duke, CNG, AES, PECO, GPU, Allegheny, Allegheny Electric Cooperative, IBEW, PPLICA, Army, , Kraft, Bethlehem, SER, Gilberton ARIPPA, Environmentalists, AARP, CEO, Epstein, PaULP, PaECC, CEED, OTS, OCA, and OSBA (those among the above entities that sign this Agreement are collectively referred to herein as the "parties") are participating in several proceedings before the Pennsylvania Public Utility Commission regarding PP&L's stranded cost recovery and other electric restructuring issues and are participating or may participate in related proceedings before the Commonwealth Court or other courts, and

In order to promote communications among parties and facilitate the settlement,

IT IS HEREBY ORDERED:

THAT the parties engage in discussions and exchange information to settle certain issues in these proceedings, and

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THAT the parties ensure that all settlement discussions and information exchanged, as well as the very fact that the settlement discussions are taking place, remain strictly confidential and are not disclosed to any third party or in any proceeding.

NOW, THEREFORE, in consideration of the mutual provisions contained herein and intending to be legally bound hereby, it is agreed to by parties and hereby ordered:

1. This Confidentiality Agreement applies to all communications and information exchanged (written, oral, or otherwise) in connection with the settlement discussions, and notes, summaries, extracts or other information derived from those communications and information exchanges, as well as the very fact that settlement discussions are taking place and the parties who are engaging in settlement discussions (collectively, "confidential settlement information").

2. The parties shall keep the confidential settlement information strictly confidential, and the parties shall not disclose it to any other person or entity, except the party's employees, counsel or consultants; provided, however, that parties may make disclosures with the express written consent of all the other parties. The confidential settlement information shall not be disclosed or offered for admission in any administration, civil, legislative or other proceeding or action, nor may confidential settlement information be the subject of discovery in any such proceeding or action. No aspect of the negotiations shall be relied upon or introduced in evidence in any arbitral, judicial or other proceeding, including but not limited to:

- a. Views expressed or suggestions made by a party with respect to a possible settlement of the dispute;
- b. Admissions made in the course of the negotiation proceedings; and/or
- c. Proposals made or views expressed by the Administrative Law Judge or the response of any parties thereto.

By releasing confidential settlement information to each other, the parties are not waiving their confidentiality and proprietary rights to the information.

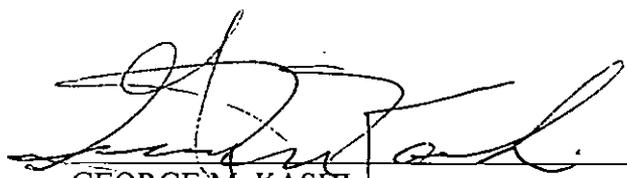
3. The parties agree to use, handle and store the confidential settlement information in a manner that prevents any unauthorized use or disclosure. The parties agree to take affirmative steps to limit access to the confidential settlement information to only their authorized representatives who need to use the confidential settlement information for settlement purposes. Every person to whom disclosure is made of any confidential settlement information subject to this Agreement shall be informed of the terms of this Agreement by counsel for its party, and shall agree to be bound by it. The parties agree that the parties, and all such persons or entities to whom confidential settlement information is disclosed, may use such confidential settlement information solely for settlement purposes for these proceedings.

4. The parties make no representations as to the accuracy of the confidential settlement information.

5. The parties agree that this Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which taken together shall constitute one and the same Agreement. By signing below each of the undersigned represent that they are authorized to execute this Agreement on behalf of the party they represent. This Agreement becomes effective when signed by any two parties, and is effective only as to those entities that have signed it. The entities and persons listed above, and others, may become a party to this Agreement only upon the agreement of all the parties that have already signed and upon the additional party signing this Agreement. Confidential settlement information shall not be disclosed to any entity or person until it signs this Agreement and becomes a party.

6. This Agreement is effective as of September 9, 1997 and continues in full force and effect even if settlement discussions terminate.

7. The parties agree that the remedies available to them as a result of a breach of any of the terms of this Agreement include, and are not limited to, damages and injunctive relief. The parties agree that the confidential settlement information is proprietary, confidential, valuable and unique, and that unauthorized use or disclosure of it by a party of this Agreement will result in irreparable injury to the other parties.


GEORGE M. KASHI
Administrative Law Judge

Alan Kohler, Esquire
Wolf Block Schorr and Solis-Cohen

Date

William T. Hawke, Esquire
MAPSA

Date

Joseph A. Dworetzky, Esquire
NEV

Date

Craig A. Doll, Esquire
Conectiv

Date

Usher Fogel, Esquire
PPA

Date

Bruce A. Connell, Esquire
DuPont

Date

Gordon J. Smith, Esquire
Elec. Clearinghouse, Duke

Date

Gary A. Jeffries, Esquire
CNG

Date

Michael L. Kessler, Esquire
AES

Date

Mary McFall Hopper, Esquire
PECO

Date

Terrance J. Fitzpartick, Esquire
GPU

Date

Clinton A. Vince, Esquire
Allegheny

Date

Robert F. Young, Esquire
Allegheny Elec. Coop.

Date

Scott J. Rubin, Esquire
IBEW

Date

David M. Kleppinger, Esquire
PPLICA

Date

David A. McCormick, Esquire
Army

Date

Michael A. Stosser, Esquire
Kraft

Date

Joan O. Brandeis, Esquire
Bethlehem

Date

Richard L. Caplan, Esquire
SER

Date

Mary Huwaldt, Esquire
Gilberton

Date

Billie E. Ramsey, Esquire
ARIPPA

Date

Alan J. Barak, Esquire
Environmentalists

Date

Linda C. Smith, Esquire
AARP

Date

Michael T. Vough, Esquire
CEO

Date

Erie Epstein, Esquire

Date

Harry S. Geller, Esquire
PaULP

Date

Robert P. Haynes, III, Esquire
PaECC

Date

Susan M. Shanaman, Esquire
CEED

Date

Johnnie Simms, Esquire
OTS

Date

Craig R. Burgraff, Esquire
OCA

Date

Karen Oill Moury, Esquire
OSBA

Date

Michael L. Kessler, Esquire
AES

Date

Mary McFall Hopper, Esquire
PECO

Date